

PAGES SOLICITATION, OFFER AND AWARD <div style="text-align: right;">J</div>	1. SOLICITATION NO. F02601-98-B0003	2. TYPE OF SOLICITATION <div style="display: flex; align-items: center;"> <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) </div>	3. DATE ISSUED 28 APR 98	PAGE OF <div style="display: flex; justify-content: space-between;"> 1 26 </div>
(Construction, Alteration, or Repair)				
IMPORTANT - The 'offer' section on the reverse must be fully completed by the offeror				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. FQ487780510300/ DE98-101		6. PROJECT NO. FBNV 90-0020 REPAIR HYDRANT OUTLETS	
7. ISSUED BY 355 CONTRACTING SQUADRON 3180 S. CRAYCROFT RD DAVIS-MONTHAN AFB, AZ 85707-3522		8. ADDRESS OFFER TO 355 CONTRACTING SQUADRON 3180 S. CRAYCROFT RD DAVIS-MONTHAN AFB, AZ 85707-3522 DO: C20 SIC CODE: 1623 SIZE STD: \$17,000,000		
9. FOR INFORMATION CALLS)	A. NAME BUYER: MOHN, DENNIS W. /CONSTRUCTION		B. TELEPHONE NO. (Include area code) (NO COLLECT (520) 228-3872	
SOLICITATION				
NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date) <div style="text-align: center;"> "REPAIR HYDRANT OUTLETS" DAVIS-MONTHAN AFB AZ FBNV 90-0020 26 JANUARY 1996 </div> SEE ATTACHED BIDDING SCHEDULE - PAGE 2 ENTER PRICES IN SECTION B USE TYPEWRITER OR BLACK INK THIS PROCUREMENT IS 100% UNRESTRICTED NOTE: COMPLETE SECTION K, REPRESENTATIONS AND CERTIFICATIONS, IN ITS ENTIRETY AND SUBMIT WITH OFFER. COMPLETE BLOCK 16 ON THE REVERSE OF THIS FORM. PRE-BID CONFERENCE/SITE VISIT: 12 MAY 98, 10:00 am, OPERATIONAL CONTRACTING OFFICE NOTICE TO PROCEED WILL BE ISSUED WITHIN 30 CALENDAR DAYS AFTER CONTRACT AWARD IF YOU DON'T COMPLETE PROVISION K-75D, "EQUAL LOW BIDS," IT WILL BE CONSIDERED NONAPPLICABLE. COMPLETE AND RETURN CLAUSE 252.219-7008 (IA-243) IF OFFEROR ELECTS TO WAIVE THE EVALUATION PREFERENCE. AWARD WILL BE MADE PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.				
11. The Contractor shall begin performance within <u>10</u> calendar days & complete it within <u>180</u> calendar days after receiving [] award, [X] notice to proceed. This performance period is [X] mandatory [] negotiable. (See Section I-100 FAR 52.211-10)				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If 'YES,' indicate within how many days after award in Item 12B.) <input checked="checked" type="checkbox"/> YES [] NO (SEE SECTION H-1)			12B. CALENDAR DAYS 010	
13. ADDITIONAL SOLICITATION REQUIREMENTS:				
A. Sealed offers in original and one (1) copy to perform the work required are due at the place specified in item 8 by 2:00 p.m. (HOUR) LOCAL TIME 1 JUN 1998 (DATE) . If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number and the date and time offers are due.				
B. An offer guarantee [X] IS, [] IS NOT REQUIRED.				
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation full text or by reference.				
D. Offers providing less than <u>060</u> calendar days for Government acceptance after the date offers are due will be considered nonresponsive and will be rejected.				
<div style="display: flex; justify-content: space-between;"> <div> NSN 7540-01-155-3212 STANDARD FORM 1442 PG 1 </div> <div> Prescribed by GSA </div> <div> 1442-101 FAR (48 CFR) 53.236-1(e) </div> </div>				

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
CAGE CODE: _____ DUNS: _____ TIN: _____		16. REMITTANCE ADDRESS (Include only if different than item 14)	
CODE _____ FACILITY CODE _____			
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means offeror accepts the minimum in Item 13D.			
AMOUNTS > > SEE SECTION 'B', BID SCHEDULE			
18. The offeror agrees to furnish any required performance and payment bonds.			
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)			
AMENDMENT NO.			
DATE			
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		20B. SIGNATURE	20C. OFFER DATE
21. ITEMS ACCEPTED:			
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA 97X4930 5CF0 0125.1 9320 S33150 DFSC-MR-894-8	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >>		ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO [] 10 USC 2304(c)(5) [] 41 USC 253(c)()
26. ADMINISTERED BY 355th CONTRACTING SQUADRON/LGCC 3180 S. CRAYCROFT ROAD DAVIS-MONTHAN AFB AZ 85707-3522		27. PAYMENT WILL BE MADE BY DFAS DAO-DE PO BOX 23003 DENVER, CO 80220-3003	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
[] 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish & deliver all work, requisitions identified on this form & any continuation sheets for the consideration slated in this contract. The rights & obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitations, & (c) the clauses, representations, certifications, & specifications or incorporated by reference in or attached to this contract.		[] 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
PG 1A 85)		STANDARD FORM 1442 BACK (REV.4-	

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**** This item will be removed from any resultant award.**

NO OFFER: If no bid is to be submitted, detach this sheet from the solicitation, complete the information requested. Fold, staple, affix postage, return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASONS CHECKED BELOW:

- ☐ Cannot comply with the specifications.
- ☐ Do not perform in this area of construction.
- ☐ Other: (please specify)
-

We do ☐ do not ☐ desire to be retained on your mailing list for future acquisitions of this type of construction.

SIGNATURE AND TITLE:

COMPANY:

(fold here)

FROM:

AFFIX POSTAGE HERE

**355 CONS/LGCC
3180 S. CRAYCROFT RD
DAVIS-MONTHAN AFB AZ 85707-3522**

IFB NO. F02601-98-B0003
OPENING DATE: 1 JUN 98
OPENING TIME: 2:00 PM

**I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	DESCRIPTION	AMOUNT
0001	CONSTRUCTION SERVICES: CONTRACTOR TO FURNISH ALL LABOR, EQUIPMENT, APPLIANCE, AND MATERIALS NECESSARY IN CONNECTION WITH <i>"REPAIR HYDRANT OUTLETS, AT DAVIS-MONTHAN AFB AZ, IN STRICT ACCORDANCE WITH PROJECT NO. FBNV 90-0020, TECHNICAL SPECIFICATIONS DATED 26JAN 1996, DRAWING NUMBER 206-8, SHEETS 1-4 DATED , 4 JAN 1996, SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.</i>	LUMP SUM \$ _____
0001 A	BONDING COSTS	LUMP SUM \$ _____
GRAND TOTAL OF ALL ITEMS 0001 THROUGH 0001A		\$ _____

NOTE 1: The offeror's attention is invited to Part I, Section F, Paragraph F-20, entitled "Liquidated Damages."

NOTE 2: Offeror's attention is invited to the insurance requirement contained in this solicitation. Evidence of required coverage for the prime contractor must be furnished prior to beginning work. (See Special Contract Requirements No. H-109 entitled "Required Insurance." Subcontractor certificate or written statements of insurance required by Para c of Contract Clause No. I-337, FAR 52.228-5, shall be furnished to and maintained by the contractor.)

B-1. CLAUSES AND PROVISIONS

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

(c) **Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

E-18.	52.246-12	INSPECTION OF CONSTRUCTION (IAW FAR 46.312)	AUG 1996
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F-20.	52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (IAW FAR 11.504(b))	APR 1984
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(a) the sum of **\$115.16 for the first day and \$91.08 for each day thereafter** for each day of delay.

The following Federal legal holidays are observed by this base:

Note: Any of the above holidays falling on a Saturday will be observed on the preceding Friday, holidays falling on a Sunday will be observed on the following Monday.

To be cited at time of award.

Properly prepared invoices, bearing the contract number, will be submitted in quadruplicate to the 355th Contracting Squadron/LGCC, 3180 S. Craycroft Road, Davis-Monthan AFB AZ 85707-3522. Payment will be made by the DFAS/DE /OFPD, P.O. BOX 203003, Denver, CO 80220-3003, in accordance with the Prompt Payment for Construction Contracts, FAR 52.232-27.

a. **CONTRACTING OFFICER** - Only the contracting officer is authorized to make changes to the terms and conditions of the contract.

b. **INSPECTOR** - The CES inspector is authorized to inspect and accept work performed under this contract.

Note: See Block 16 of the Standard Form 1442 for Remittance Address.

**PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1. BONDS

Performance and Payment Bonds. Within 10 days after contract award (i.e., Notice of Award or Formal Contract), contractor shall furnish two bonds, namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A), each with good and sufficient surety or sureties, acceptable to the Government. The penal sums of such bonds will be as follows: (Not required for contracts of \$25,000 or less). (FAR 28.102-2)

a. Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

b. Payment Bond:

(1) When the contract price is \$1,000,000 or less, the penal sum shall be fifty percent (50%) of the contract price.

(2) When the contract price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be forty percent (40%) of the contract price.

(3) When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

H-2. DESIGNATION OF GOVERNMENT INSPECTOR

The Base Civil Engineer or his authorized representative is designated as the representative of the contracting officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This designation in no way authorizes anyone other than the contracting officer to commit the Government to changes in the terms of the contract.

H-3. PREPARATION OF PROGRESS SCHEDULES AND REPORTS

The reports contemplated by the clause titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, Contract Progress Schedule, and AF Form 3065, Contract Progress Report. (AF FAR Sup 5336.291)(Performance over 60 days.)

H-4. MATERIAL APPROVAL SUBMITTAL FORM (AF Form 3000)

Within 10 calendar days after commencement of work or as otherwise established by the contracting officer, all material and articles requiring approval, as contemplated by the Materials and Workmanship Clause, shall be submitted by the contractor using AF Form 3000. (See attached AF Form 66, Schedule of Material Submittals.)

H-5. UTILITY SERVICES

The Contracting Officer has determined that Government operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. Contractor is responsible for installing temporary service outlets. See clause entitled "Availability and Use of Utility Services" (Contract Clause I-458).

H-6. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information. (AFR 56-50, Chapter 9, para 9-4b)

H-7. HOURS OF WORK

Working hours for the Contractor will be the normal trade hours in this locale (7:30 a.m. to 4:30 p.m.) excluding Saturdays, Sundays, and Federal holidays. If the Contractor wishes to work during periods other than above, additional government inspection forces will be required. The Contractor must notify the Contracting Officer two working days in advance of his intention to work during other periods to allow assignment of additional inspection forces when the Contracting Officer determines that the additional inspection force is reasonably available. If such force is available, the Contracting Officer may authorize the Contractor during periods other than normal duty hours/days; however, if inspectors are required to perform in excess of their normal duty hours/days, the actual cost of overtime inspection may be charged to the Contractor if this overtime work is being performed for the convenience of the Contractor, and will be deducted from the final payment of the contract amount.

H-8. RELEASE OF CLAIMS

Upon completion of the work and prior to final payment, the contractor shall be required to furnish to the Contracting Officer a Release of Claims as specified by the clause entitled "Payments Under Fixed-Price Construction Contracts" (FAR 52.232-5).

H-9. CONSTRUCTION PERMIT

Prior to beginning any excavation which may be required under this contract, the contractor shall obtain from the Chief, Construction Management, Bldg 4300, Davis-Monthan AFB AZ 85707, a Civil Engineer Construction Permit. Five working days are normally required for processing of the construction permit between the various activities that must coordinate on the request.

H-10. RESERVED.

H-11. ON SITE OFFICE TRAILERS AND STORAGE TRAILERS/FACILITIES

- a. On-base storage area will be made available for contractor owned materials and equipment. Buildings and structures which are part of the contract may be used for storage providing the space is not required for occupancy and contractor accepts full responsibility for the material stored therein. The Contracting Officer will designate areas where above mentioned equipment shall be parked.
- b. Once an exact location has been determined, the contractor can use all approved and available services (i.e., electricity, water, and sewage) at the construction site. The Contracting Officer will inform the contractor whether or not the Government shall be reimbursed (and at what rate structure) for any or all such services.

H-12. DISPOSAL OF WASTE MATERIAL

All waste generated under this contract shall be removed to a site off-base at no additional expense to the Government (see Special Contract Requirement H-16).

H-13. NOTIFICATION OF START OF WORK

Prior to starting work at the job site on this installation, contractor shall report to the Chief Inspector at Bldg 4300, Davis-Monthan AFB, AZ. Failure to do so may cause unnecessary delays in performance of contract. It is suggested the contractor call (520) 228-4242 prior to reporting to job site.

H-14. ORDER OF WORK

All work schedules, AF Fm 3064, will be coordinated between the Contracting Officer, Base Civil Engineers, and the Contractor prior to start of work.

H-15. WORK SCHEDULE

Within 10 calendar days after commencement of work or as otherwise established by the contracting officer, Work schedules, AF Form 3064, shall be submitted to the Contracting Officer and approved prior to start of work at the job site. Approved schedules will not be changed without prior Contracting Officer approval. All work must be accomplished in such a manner that minimum inconvenience will be caused to the using agencies.

H-16. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a government installation shall be handled, transported, stored, and disposed of by the contractor and by his subcontractors at any time in accordance with all applicable Federal, state, or local laws, ordinances, regulations, court orders, or other types of rules or rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978; the Federal Water Pollution Control Act, as amended (33 USC Sec 1251 ET SEQ); the Clean Air Act as amended (42 USC Sec 1857 ET SEQ); the Endangered Species Act, as amended (16 USC Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 USC Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 USC Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 USC 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 USC Sec 469, ET SEQ). Upon request by the Air Force, the contractor shall immediately provide proof of compliance with all environmental laws.

H-17. DAMAGE TO UTILITIES

- (a) In the event of a contractor caused utility failure/disruption, the Contractor will first make the area safe, then immediately contact the Base Civil Engineer Service Call Desk and Contracting Officer.
- (b) If the damaged utilities are previously known or shown to the contractor, or there is negligence on his part, the utilities will be repaired by the contractor in a timely manner at no cost to the government.
- (c) If the damaged utilities are not known or shown to the contractor and there is not negligence on his part, they will be repaired at government expense.

H-18. CONSTRUCTION EQUIPMENT

Equipment to be used on base shall be safe and in good operating condition. The contracting officer reserves the right to inspect any on base equipment and reject such equipment if he considers it unsafe, in poor operating condition, or inappropriate for work.

H-19. AS-BUILT DRAWINGS

The Contractor shall maintain one set of drawings at the work site and record all changes and any hidden or subsurface data discovered during construction. The contractor shall provide a marked up blue-line copy with all changes which transpired during the contract. This will be given to the Contracting Officer prior to the final inspection.

H-20. CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS

See IA-801, AFFARS 5352.242-9000, May 1996

H-21. CONTRACTOR RESPONSIBILITY

Contractors operating on base will be responsible for briefing and ensuring the employees adhere to the traffic rules and regulations. The foreman, job supervisor and other personnel providing workman leadership will, when possible insure the workers comply with these rules and regulations. Speed limit on base is 30 MPH unless otherwise posted. The speed limit in base housing areas are 15 MPH and the speed limit in parking lots are 5 MPH. Individuals are to obey all entry procedures. If instructions are given by the Security Police personnel on the entry points (gates), they will be complied with immediately. For your information, all base traffic rules are contained in AF Regulation 125-14.

H-22. CLEANING PRODUCTS

a. "Cleaning products," as used in this clause, means any preparation designed or used for removing water deposits, stains, grease, oil, paint, varnish, wax, or other dirt, or for cleansing skin, windows, walls, floors, bathroom fixtures, furnishings, sinks, kitchen utensils and fixtures, tools, machinery, equipment, or vehicles.

b. In order to comply with wastewater discharge standards imposed on Davis-Monthan AFB, AZ, by the Pima County Wastewater Management Department, the use on Davis-Monthan AFB, AZ, of cleaning products which contain in excess of 1 ppm phenols in its undiluted commercial strength is prohibited. The Base Bio-Environmental Engineer approves or disapproves the use of specific cleaning products based on the level of phenols contained therein as measured by EPA Test Method 420.1. Ammonia based cleaning products are approved for use on Davis-Monthan AFB, AZ.

c. The Contractor agrees:

(1) Not to use any cleaning product on Davis-Monthan AFB, Arizona, which has not been approved by the Contracting Officer. A list of currently approved general purpose cleaning products is available on request.

(2) To provide, at the Contractor's expense, to the Contracting Officer the results of EPA Test Method 420.1 for the presence of phenols in any cleaning product not previously approved which the Contractor desires to use on Davis-Monthan AFB, Arizona.

H-109.**REQUIRED INSURANCE**

(IAW FAR 28.306(b))

Reference FAR clause entitled "**Insurance . . .**" the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

FAR **52.252-2** **CLAUSES INCORPORATED BY REFERENCE** FEB 1998

AS PRESCRIBED IN 52.107(b), INSERT THE FOLLOWING CLAUSE:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

...<http://farsite.hill.af.mil/search.htm>

(insert one or more Internet addresses)

(end of provision)

NO	FAR PARA	CLAUSE TITLE	DATE
I-11.	52.202-1	DEFINITIONS (IAW FAR 2.201)	OCT 1995
I-12.	52.202-1	ALTERNATE I (IAW FAR 2.201)	APR 1984
I-19.	52.203-3	GRATUITIES (IAW FAR 3.202)	APR 1984
I-20.	52.203-5	COVENANT AGAINST CONTINGENT FEES (IAW FAR 3.404)	APR 1984
I-21.	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (IAW FAR 3.503-2)	JUL 1995
I-22.	52.203-7	ANTI-KICKBACK PROCEDURES (IAW FAR 3.502-3)	JUL 1995
I-23	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-9(a))	JAN 1997

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of Subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) (the Act), as amended by Section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub L 104-106), the Government may --

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which --

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of Subsection 27 (a) or (b) of the Act for the purpose of either --

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27 (e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I-25.	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-10(c))	JAN 1997
I-25C.	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(b))	JUN 1997
I-39.	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.304)	JUN 1996
I-78.	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409(b))	JUL 1995
I-100.	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (IAW FAR 11.404(b))	APR 1984

For the purposes of this provision the blank(s) are completed as follows:

within **10 calendar** days not later than **180 calendar days for completion of basic and any additive items awarded**

I-102.	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IAW FAR 11.604(b))	SEP 1990
I-122.	52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (IAW FAR 14.201-7(d))	JAN 1986
I-214.	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (IAW FAR 19.708(a))	JUN 1997
I-247.	52.222-3	CONVICT LABOR (IAW FAR 22.202)	AUG 1996
I-248.	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (IAW FAR 22.305)	JUL 1995
I-250.	52.222-6	DAVIS-BACON ACT (IAW FAR 22.407(a)(1))	FEB 1995
I-251.	52.222-7	WITHHOLDING OF FUNDS (IAW FAR 22.407(a)(2))	FEB 1988
I-252.	52.222-8	PAYROLLS AND BASIC RECORDS (IAW FAR 22.407(a)(3))	FEB 1988
I-253.	52.222-9	APPRENTICES AND TRAINEES (IAW FAR 22.407(a)(4))	FEB 1988
I-254.	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (IAW FAR 22.407(a)(5))	FEB 1988
I-255.	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (IAW FAR 22.407(a)(6))	FEB 1988
I-256.	52.222-12	CONTRACT TERMINATION--DEBARMENT (IAW FAR 22.407(a)(7))	FEB 1988
I-257.	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (IAW FAR 22.407(a)(8))	FEB 1988
I-258.	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (IAW FAR 22.407(a)(9))	FEB 1988
I-259.	52.222-15	CERTIFICATION OF ELIGIBILITY (IAW FAR 22.407(a)(10))	FEB 1988
I-264.	52.222-26	EQUAL OPPORTUNITY (IAW FAR 22.810(e))	APR 1984
I-266.	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (IAW FAR 22.810(f))	APR 1984
I-274.	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1))	APR 1984
I-276.	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (IAW FAR 22.1408(a))	APR 1984
I-278.	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (IAW FAR 22.1308(b))	APR 1998
I-292.	52.223-2	CLEAN AIR AND WATER (IAW FAR 23.105(b))	APR 1984
I-295.	52.223-6	DRUG-FREE WORKPLACE (IAW FAR 23.505(b))	JAN 1997
I-297E.	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (IAW FAR 23.907(b))	OCT 1996
I-308.	52.225-5	BUY AMERICAN ACT-CONSTRUCTION MATERIALS (IAW FAR 25.205)	JUN 1997
I-312.	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (IAW FAR 25.704)	OCT 1996
I-315.	52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
I-317.	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	AUG 1996
I-321.	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (IAW FAR 27.203-5)	APR 1984
I-333.	52.228-1	BID GUARANTEE (IAW FAR 28.101-2(a))	SEP 1996

For the purposes of this clause the blanks are completed as follows:

20 percent or a maximum of \$3M

I-334.	52.228-2	ADDITIONAL BOND SECURITY (IAW FAR 28.106-4)	OCT 1997
I-337.	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997

I-345.	52.228-11	(IAW FAR 28.310) PLEDGES OF ASSETS	FEB 1992
I-346.	52.228-12	(IAW FAR 28.203-6) PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
I-348.	52.228-14	(IAW FAR 28.106-4(b)) IRREVOCABLE LETTER OF CREDIT	OCT 1997
		(IAW FAR 28.204-4)	

The following format shall be used by the issuing financial institution to create an ILC:

(Issuing Financial Institution's Letterhead or Name and Address)

Issue Date_____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name_____

Account party's address_____

For Solicitation No. _____

(For reference only)

TO: (U.S. Government agency)

(U.S. Government agency's address)

1. We hereby establish this irrevocable, unconditional, and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at (issuing financial institution's and, if any, confirming financial institution's) office at (issuing financial institution's address and, if any, confirming financial institution's address) and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or transferee's sight draft(s) drawn on issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and conformation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____(state of confirming financial institution, if any, otherwise state of issuing financial institution).

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(Issuing financial institution)

(f) The following format shall be used by the financial institution to confirm an ILC:

Confirming Financial Institution's Letter-head or Name and Address)_____, 19____

Our Letter of Credit Advice Number_____ Beneficiary:_____

(Government agency)

Issuing Financial Institution:_____

Issuing Financial Institution's LC No.:_____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____(name of issuing financial institution) for drawings of up to United States dollars_____/U.S. \$_____and expiring with our close of business on_____ (the expiration date), or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

- a. At least sixty (60) days prior to any such expiration date we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or
- b. The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ (state of confirming financial institution).

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 19 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

_____(Confirming financial institution)

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____(City, State)

_____, 19____

Name and address of financial institution)

Pay to the order of _____

Beneficiary Agency) _____

the sum of United States \$ _____

This draft is drawn under _____

Irrevocable Letter of Credit No. _____

(Beneficiary Agency)

By: _____

I-348H.	52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (IAW FAR 28.102-3(a))	SEP 1996
I-352.	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
I-354.	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (IAW FAR 29.401-5)	APR 1984
I-387.	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (IAW FAR 32.111(a)(5))	MAY 1997
I-403.	52.232-17	INTEREST (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
I-409.	52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986
I-415.	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (IAW FAR 32.908(b))	JUN 1997
I-416F.	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (IAW FAR 32.1103(a))	AUG 1996
I-417.	52.233-1	DISPUTES (IAW FAR 33.215)	OCT 1995
I-419.	52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	AUG 1996

I-445.	52.236-2	DIFFERING SITE CONDITIONS (IAW FAR 36.502)	APR 1984
I-446.	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (IAW FAR 36.503)	APR 1984
I-447	52.236-4	PHYSICAL DATA (IAW FAR 36.504)	APR 1984

Data and information furnished or referred to below is for the contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigation by N/A.

(b) Weather conditions. The following table reflects the meteorological data from the 355th Contracting Squadron at Davis-Monthan AFB AZ and will be used to determine time extensions due to abnormally severe weather.

MONTH	AVERAGE DAYS RAINFALL (PRECIPITATION) AT DMAFB AZ	AVERAGE INCHES RAINFALL AT DMAFB AZ
JAN	4	.94
FEB	4	.77
MAR	4	.79
APR	2	.33
MAY	1	.17
JUN	2	.27
JUL	10	2.06
AUG	8	1.92
SEP	4	1.27
OCT	3	.93
NOV	3	.67
DEC	4	1.03

I-448.	52.236-5	MATERIAL AND WORKMANSHIP (IAW FAR 36.505)	APR 1984
I-449.	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (IAW FAR 36.506)	APR 1984
I-450.	52.236-7	PERMITS AND RESPONSIBILITIES (IAW FAR 36.507)	NOV 1991
I-451.	52.236-8	OTHER CONTRACTS (IAW FAR 36.508)	APR 1984
I-452.	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (IAW FAR 36.509)	APR 1984
I-453.	52.236-10	OPERATIONS AND STORAGE AREAS (IAW FAR 36.510)	APR 1984
I-454.	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (IAW FAR 36.511)	APR 1984
I-455.	52.236-12	CLEANING UP (IAW FAR 36.512)	APR 1984
I-456.	52.236-13	ACCIDENT PREVENTION (IAW FAR 36.513(a))	NOV 1991
I-458.	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (IAW FAR 36.514)	APR 1984
I-466.	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (IAW FAR 36.521)	FEB 1997
I-541.	52.242-13	BANKRUPTCY (IAW FAR 42.903)	JUL 1995
I-542.	52.242-14	SUSPENSION OF WORK (IAW FAR 42.1305(a))	APR 1984
I-559.	52.243-4	CHANGES (IAW FAR 43.205(d))	AUG 1987
I-624.	52.246-21	WARRANTY OF CONSTRUCTION (IAW FAR 46.710(e)(1))	MAR 1994
I-676.	52.248-3	VALUE ENGINEERING--CONSTRUCTION (IAW FAR 48.202)	MAR 1989
I-684.	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT FIXED-PRICE) (IAW FAR 49.502(b)(1)(i))	SEP 1996
I-685.	52.249-2	ALTERNATE I (IAW FAR 49.502(b)(1)(ii))	SEP 1996
I-702.	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (IAW FAR 49.504(c)(1))	APR 1984

I-733.	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (IAW FAR 52.107(f))	APR 1984
<p>The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.</p> <p>The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.</p>			
I-750.	52.253-1	COMPUTER GENERATED FORMS (IAW FAR 53.111)	JAN 1991
IA-22.	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (IAW DFARS 203.570-5)	JUN 1997
IA-33.	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (IAW DFARS 204.404-70(b))	APR 1992
IA-90.	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (IAW DFARS 209.103-70)	NOV 1995
IA-91	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.104-70(a))	MAR 1998
IA-93	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (IAW DFARS 222.1304(b))	MAR 1998
IA-243	252.219-7008	NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS--CONSTRUCTION ACQUISITIONS--TEST PROGRAM (IAW DFARS 219.7204, and D.L. LTR, 96-009 dated 29 APR 96)	APR 1996
<p>(a) Definitions. As used in this clause --</p> <p>"Historically black colleges and universities (HBCUs), " means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.</p> <p>"Minority institutions," means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 USC 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 USC 1059c(b)(1)).</p> <p>"Small disadvantaged business (SDB) concern," means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.</p> <p>(b) Evaluation preference.</p> <p>(1) Offerors shall separately state bond costs in the offer. Bond costs include the costs of bid, performance, and payment bonds.</p> <p>(2) Offers will be evaluated initially based on their total prices. If the apparently successful offeror is an SDB concern, no preference-based evaluation will be conducted.</p> <p>(3) If the apparently successful offeror is not an SDB concern, offers will be evaluated based on their price excluding bond costs. If, after excluding bond costs, the apparently successful offeror is an SDB concern, bond costs will be added back to all offers, and offers from SDB concerns will be given a preference in evaluation by adding a factor of 10 percent to the total price of all offers, except --</p> <p>(i) Offers from SDBs which have not waived the evaluation preference, and</p> <p>(ii) Offers from HBCUs or minority institutions, which have not waived the evaluation preference.</p> <p>(c) Waiver of evaluation preference.</p> <p>A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference. The agreements in paragraph (d) of this clause do not apply to offers which waive the preference.</p> <p>() Offeror elects to waive the preference.</p> <p>(d) Agreements.</p> <p>A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for --</p> <p>(i) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.</p> <p>(ii) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.</p>			
IA-293.	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (IAW DFARS 225.7002-4(a))	FEB 1997
IA-312.	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (IAW DFARS 225.7102-4)	JUN 1997
IA-312H.	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (IAW DFARS 225.770-5)	JUN 1992
IA-350.	252.227-7033	RIGHTS IN SHOP DRAWINGS (IAW DFARS 227.7107-1(c))	APR 1966
IA-399.	252.231-7000	SUPPLEMENTAL COST PRINCIPLES (IAW DFARS 231.100-70)	DEC 1991

IA-422.	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (IAW DFARS 232.111-70)	AUG 1992
IA-462.	252.236-7000	MODIFICATION PROPOSALS - PRICE BREAKDOWN (IAW DFARS 236.570(a)(1))	DEC 1991
IA-463.	252.236-7001	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (IAW DFARS 236.570(a)(2))	DEC 1991
For the purposes of this clause the blank(s) are completed as follows:			
	1 set		
	Title:	and	Drawing No.:
	<u>Repair Hydrant Outlets, FBNV 90-0020</u>		<u>206-8. Sheets 1-4</u>
IA-474.	252.236-7005	AIRFIELD SAFETY PRECAUTIONS (IAW DFARS 236.570(b)(3))	DEC 1991
IA-632.	252.242-7000	POSTAWARD CONFERENCE (IAW DFARS 242.570)	DEC 1991
IA-635.	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (IAW DFARS 242.7206)	SEP 1996
IA-648.	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (IAW DFARS 243.205-71)	DEC 1991
IA-745.	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(b))	NOV 1995

Definitions.

As used in this clause--

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DOD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international Waters.

"Subcontractor" means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, material man, distributor, or vendor of commercial items or commercial components.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DOD at the time of transportation by sea.

An item is clearly identifiable for eventual use by the DOD if, for example, the contract documentation contains a reference to a DOD contract number or a military destination.

ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

U.S.-flag vessels are not available for timely shipment;

The freight charges are inordinately excessive or unreasonable; or

Freight charges are higher than charges to private persons for transportation of like goods.

The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

Type, weight, and cube of cargo;

Required shipping date;

Special handling and discharge requirements;

Loading and discharge points;

Name of shipper and consignee;

Prime contract number; and

A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- Prime contract number;
- Name of vessel;
- Vessel flag of registry;
- Date of loading;
- Port of loading;
- Port of final discharge;
- Description of commodity;
- Gross weight in pounds and cubic feet if available;
- Total ocean freight in U.S. dollars; and
- Name of the steamship company.

The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- No ocean transportation was used in the performance of this contract;
- Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL
------	----------	-------------	------------	----------	-------

If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

IA-746	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(c))	NOV 1995
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

IB-343. **5352.242-9000** **CONTRACTOR ACCESS TO AIR FORCE
INSTALLATIONS**
(IAW AFFARS 5342.490-1)

MAY 1996

The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and to obtain a vehicle pass.

During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

Failure to comply with these requirements may result in withholding of final payment.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND
OTHER ATTACHMENTS**

SECTION J

- J-1 Schedule of Wage Rates, Decision No. AZ 980003, Dated 02/13/98, (4 pages), Attach 1
- J-2 AF Form 66, "Schedule of Material Submittals," FBNV 90-0020 "Repair Hydrant Outlets, " Attach 2
- J-3 Specifications for "Repair Hydrant Outlets," Project No. FBNV 90-0020, Dated 26 Jan 96 , Attach 3
- J-4 Drawings for "Repair Hydrant Outlets," Project No. FBNV 90-0020, Dated 4 Jan 96, Attach 4
- J-5 DD Form 2051, "Request for Assignment of a Commercial and Government Entity Code (CAGE Code), Attach 5

* Attachment 5 will not become a part of the resultant contract.

Taxpayer Identification Number (TIN).

- () TIN: _____.
- () TIN has been applied for.
- () TIN is not required because:
- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state, or local government;
 - () Other. State basis. _____

Corporate Status.

- () Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- () Other corporate entity;
- () Not a corporate entity:
- () Sole proprietorship
 - () Partnership
 - () Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. 0
- Name and TIN of common parent:

Name _____

TIN _____

K-10D. **52.204-5 WOMEN-OWNED BUSINESS** OCT 1995
(IAW FAR 4.603)

Representation. The offeror represents that it () is, () is not a women-owned business concern.

Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K-17C. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS** MAR 1996
(IAW FAR 9.409(a))

- (1) The Offeror certifies, to the best of its knowledge and belief, that--
- The Offeror and/or any of its Principals--
- Are () are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - Have () have not ()**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - Are () are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- ii) The Offeror **has () has not ()**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the

Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-18C. **52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING** JUL 1987
(IAW FAR 14.201-6(b)(2))

The bidder, by checking the applicable box, represents that--

It operates as () **a corporation incorporated under the laws of the State of _____**, () **an individual**, () **a partnership**, () **a nonprofit organization**, or () **a joint venture**; or

If the bidder is a foreign entity, it operates as () **an individual**, () **a partnership**, () **a nonprofit organization**, () **a joint venture**, or () **a corporation, registered for business in _____ country**.

K-75C. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS** FEB 1998
(IAW FAR 19.304(a))

(a)(1) The standard industrial classification (SIC) code for this acquisition is **(SEE PAGE 1)**.

(2) The small business size standard is **(SEE PAGE 1)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () **is** () **is not a small business concern**.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () **is**, () **is not a small disadvantaged business concern**.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () **is**, () **is not a women-owned small business concern**.

© **Definitions.** "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

(1) If this solicitations is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-75D. **52.219-2 EQUAL LOW BIDS**
IAW FAR 19.304(b))

OCT 1995

This provision applies to small business concerns only.

The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K-89 **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR
THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION
PROGRAM**
(IAW 19.1007(a))

JAN 1997

(a) *Definition.*

"Emerging small business" as used in this solicitation means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror / is, / is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). *(Check one of the following)*

<u>No. of Employees</u>		<u>Avg Annual Gross Receipts</u>	
_____	50 or fewer	_____	\$1 million or less
_____	51-100	_____	\$1,000,001 - \$2 million
_____	101-250	_____	\$2,000,001 - \$3.5 million
_____	251-500	_____	\$3,500,001 - \$5 million
_____	501-750	_____	\$5,000,001 - \$10 million
_____	751-1,000	_____	\$10,000,001 - \$17 million
_____	over 1,000	_____	Over \$17 million

K-91. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES** APR 1984
(IAW FAR 22.810(a)(1))

K-92. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS** APR 1984
(IAW FAR 22.810(a)(2))

The offeror represents that

It () **has**, () **has not** participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

It () **has**, () **has not**, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-95. **52.223-1 CLEAN AIR AND WATER CERTIFICATION**
(IAW FAR 23.105(a))

APR 1984

The Offeror certifies that

Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K-99. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE** OCT 1996
 REPORTING
 (IAW FAR 23.907(a))

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K-210 **252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE** SEP 1994
 GOVERNMENT OF A TERRORIST COUNTRY
 (IAW DFARS 209.104-70(a))

Definitions.

As used in this provision-

"Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

"Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

"Significant interest" means--

Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

ii) Holding a management position in the firm such as director or officer;

iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

Holding 50 percent or more of the indebtedness of a firm.

Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

Identification of each government holding a significant interest; and

A description of the significant interest held by each Government.

K-240

252.219-7000

**SMALL DISADVANTAGED BUSINESS CONCERN
REPRESENTATION (DOD CONTRACTS)**
(IAW DFARS 219.304(b))

APR 1994

Definition.

"Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

Whose management and daily business operations are controlled by one or more such individuals.

Representations.

Check the category in which your ownership falls --

- ☐ **Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)**
- ☐ **Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)**
- ☐ **Black American (U.S. citizen)**
- ☐ **Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)**
- ☐ **Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)**
- ☐ **Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act**
- ☐ **Other**

Certifications.

Complete the following --

The offeror is ☐ is not ☐ a small disadvantaged business concern.

The Small Business Administration (SBA) has ☐ has not ☐ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the **date of the determination was** _____ and the offeror --

- ☐ **Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.**
- ☐ **Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.**

Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

Be punished by imposition of a fine, imprisonment, or both;

Be subject to administrative remedies, including suspension and debarment; and

Be ineligible for participation in programs conducted under authority of the Small Business Act.

K-250

252.226-7001

**HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND
MINORITY INSTITUTION CERTIFICATION**
(IAW DFARS 226.7008(b))

JAN 1997

Definitions.

"Historically black colleges and universities," as used in this provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this provision, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes any Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

Status

If applicable, the offeror shall check the appropriate space below:

- ☐ **A historically black college or university**

() A minority institution

K-280 252.247-7022 **REPRESENTATION OF EXTENT OF TRANSPORTATION
BY SEA** AUG 1992

(IAW DFARS 247.573(a))

The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

Representation.

The Offeror represents that it--

- () **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- () **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE JUN 1988
(IAW FAR 52.107(a))

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L-8. 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP 1990
(IAW FAR 11.604(a))

For the purposes of this provision, the blanks are completed on the cover sheet.

L-9. 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING JUL 1987
(IAW FAR 14.201-6(b)(1))

L-10. 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS DEC 1989
(IAW FAR 14.201-6(b)(3))

L-11. 52.214-4 FALSE STATEMENTS IN BIDS APR 1984
(IAW FAR 14.201-6(b)(4))

L-12. 52.214-5 SUBMISSION OF BIDS MAR 1997
(IAW FAR 14.201-6(c)(1))

L-13. 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS APR 1984
(IAW FAR 14.201-6(c)(2))

L-14. 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS MAY 1997
(IAW FAR 14.201-6(c)(3))

L-21. 52.214-17 AFFILIATED BIDDERS APR 1984
(IAW FAR 14.201-6(k))

L-22. 52.214-18 PREPARATION OF BIDS-CONSTRUCTION APR 1984
(IAW FAR 14.201-6(l))

L-23. 52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION AUG 1996
(IAW FAR 14.201-6(m))

L-25 52.216-1 TYPE OF CONTRACT APR 1984
(IAW FAR 16.105)

The government contemplates award of a firm-fixed price contract resulting from this solicitation.

L-90. 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY APR 1984
(IAW FAR 22.810(b))

For the purposes of this provision the blank(s) are completed as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
-------------------------------------------------	-----------------------------------------------

25%

3%

"covered area" is Tucson (Pima County), Arizona

L-120 52.233-2 SERVICE OF PROTEST AUG 1996
(IAW FAR 33.106(a))

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from .

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-123F. DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS
(IAW FAR 36.204(d))

The estimated amount of the project is: Between \$250,000 and \$500,000

L-124B. 5352.215-9001 NOTICE OF PREBID/PREPROPOSAL CONFERENCE

MAY 1996

(a) A preproposal conference will be conducted at Operational Contracting, 3180 S. Craycroft Rd, Davis-Monthan AFB AZ on 12 MAY 98 at 10:00 am (local time) for the purpose of answering questions regarding this solicitation.

(b) Submit the names of all attendees to Dennis W. Mohn, 355 CONS/LGCC, 3180 S. Craycroft Rd, Davis-Monthan AFB AZ, (520)228-3872, prior to 11 MAY 98. This information must be provided in advance in order to ensure access to the military base and adequate seating for the conference attendees.

(c) Offerors are requested to submit questions to the point of contact noted above not later than 4:00 p.m. on 7 MAY 98. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

(d) A record of the conference shall be made and furnished to all prospective offerors. The record should include minutes of the meeting, including questions (on a nonattribution basis) and answers.

Also, bidders may contact this office between the hours of 8:00 A.M. and 4:00 P.M., at telephone (520) 228-3872 (NO COLLECT CALLS ACCEPTED). Arrangements will be made to escort all offerors to the job sites at the appointed time. Bidders should note FAR Contract Clauses I-445, "Differing Site Conditions," and I-446, "Site Investigation and Conditions Affecting the Work." (FAR 14.207)

L-141 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR 1984

(IAW FAR 52.107(e))

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-142. REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE

The offeror is requested to complete Section B of the attached DD Form 2051 and return it with the offer.

L-145. NOTICE OF AWARD

Award of a contract resulting from this solicitation may be made by the issuance of a written notice of award. Notwithstanding the requirements to execute formal contractual documents, a notice of award shall constitute a binding contract when such is mailed (or otherwise furnished) to the successful bidder/offeror.

L-146. TELEGRAPHIC AND TELEFAX BIDS/AMENDMENTS

Telegraphic and telefax bids are not acceptable. Bidders may telefax changes to the solicitation to (520) 228-2369 (Telefax Number). The change and/or amendment must arrive at the place and the time specified in the solicitation.

L-147. ALTERNATE BIDS

Alternate bids are not acceptable. Unless specifically stated in each solicitation, any bid submitted on alternative quantities, materials, etc., will be rejected as nonresponsive.

L-148. MODIFICATIONS PRIOR TO DATE SET FOR OPENING OF BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings, or both, prior to the date set for opening of bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which require material changes in quantities or prices bid, or both, the date set for opening of bids may be postponed by such number of days as, in the opinion of the issuing officer, will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening of bids.

L-149. AREA PRACTICES IN RELATION TO LABOR CLASSIFICATIONS IN CONSTRUCTION

Bidders are cautioned to check labor union practices in the area as concerns labor classification in construction projects which may affect the bidding.

L-150. **252.211-7002** **AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DEC 1991**
DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS
(IAW DFARS 211.204(c))

The specifications, standards, plans, drawings, descriptions, and other pertinent documents cited in this solicitation may be examined at the following locations between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday.

355th Contracting Squadron
3180 S. Craycroft Rd. (Bldg 2525)
Davis-Monthan AFB, Arizona 85707

355th Civil Engineering Squadron
5220 E. Madera St. (Bldg 5313)
Davis-Monthan AFB, Arizona 85707

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

M-16C. **EVALUATION CRITERIA FOR AWARD**
(IAW FAR 15.406-5(c))

(a) The Government will evaluate bids and will award to the lowest responsive and responsible bidder whose bid is most advantageous to the Government, price and other price related factors considered.

(b) Offers will be evaluated IAW Clause IA-243.

(c) Only firm-fixed price bids will be accepted.